

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Chief Deputy



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December 15, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

31 DECEMBER 15, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AMEND
CONTRACTS WITH COMMUNITY SERVICE BLOCK GRANT (CSBG) AGENCIES TO
INCLUDE CSBG AMERICAN RECOVERY REINVESTMENT ACT (ARRA) GENERAL
RELIEF YOUTH EMPLOYMENT SUPPORT SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) recommends expanding the services provided by the CSBG agencies to include the provision of CSBG ARRA Youth Employment Support Services for the General Relief (GR) population between the ages of 18-24.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Delegate authority to the Director of DPSS or his designee to execute an amendment (substantially similar to the enclosed amendment) to the CSBG contracts with selected agencies effective December 15, 2009, or upon the DPSS Director's approval, whichever is later. The amendment increases the aggregate Contract Maximum Amount for Fiscal Year (FY) 2009-10 by \$1,058,058.
- 2) Delegate authority to the Director of DPSS or his designee to roll over any unspent funds from FY 2009-10 for the period of July 1, 2010 through September 30, 2010. Funding for this program is available through September 30, 2010.

- 3) Delegate authority to the Director of DPSS or his designee to prepare and sign amendments to the Agreement for any cumulative increase or decrease of no more than 25 percent of the CSBG ARRA GR Youth Employment Support Services Agreement amount when the change is necessitated by additional and necessary services that are required for the contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments.
- 4) Delegate authority to the Director of DPSS or his designee to reallocate unused funding from CSBG ARRA GR Youth Employment Support Services and apply to the CSBG ARRA GR Youth Subsidized Employment program to create additional jobs for GR youth.

PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION

Board approval of the recommended action will allow DPSS to provide employment support services to approximately 425 job-ready GR youth, ages 18-24, which includes 25 Foster Care youth currently in the Department of Children and Family Services Foster Care Program in the Los Angeles County. In addition, the request will extend the youth and employment services currently provided by CSBG agencies. Employment support services will be available to participants prior to/or concurrent with their GR Youth Subsidized Employment program assignment. Referrals for support services will begin in January, 2010. Funding for this program is available through September 2010.

The recent enactment of the 2009 ARRA provides funds to be utilized for subsidized employment and employment support services for the employable GR youth, between the ages of 18-24, enrolled in General Relief Opportunities for Work (GROW) for the purpose of obtaining and maintaining employment. The initial referral to employment support services will be provided to all participants who are identified as job-ready. Any subsequent referrals will be made as needed, to ensure that each participant will become successful in job placement and retention.

CSBG ARRA funds will be utilized to provide various employment support services workshops. These workshops will cover two categories, Life Skills and Vocational Skills. These workshops will include topics, such as financial responsibility, anger management, customer service, and career planning to assist the GR youth population in removing barriers to employment and prepare them to transition into unsubsidized employment upon completion of the subsidized employment program. In addition to the workshops, the CSBG agencies will provide one-on-one counseling sessions to address specific issues that may not be covered by the general workshops and ensure confidentiality of the GR participant.

The advantage of utilizing the CSBG agencies as the contractor for this project is that they possess the requisite experience in providing both youth and employment services to low-income individuals. Moreover, the CSBG agencies already have workshop modules in place that can be enhanced to include the additional subject matter that would be specific to the GR youth population.

Currently, there are 13 CSBG agencies that have expressed an interest in participating in this project, representing all five Supervisorial Districts. The program does allow for expansion to include additional agencies.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan, Goal 5: Children and Families' Well-Being, as measured by achievements in the five outcome areas adopted by your Board: good health; economic well being; safety and survival; social and emotional well being; and education/workforce readiness. This project will have a positive impact on the economic well being of the low-income youth population in Los Angeles County.

FISCAL IMPACT/FINANCING

The State has approved \$11.6 million to DPSS for the CSBG ARRA program. Of this total, \$1,058,058 is for the CSBG ARRA GR Youth Employment Support Services program and the remaining \$10,541,942 is for administrative and subsidized employment services. The employment support services component of the subsidized employment program has been created to address barriers that prevent GR youth from obtaining and maintaining employment. A separate Board letter was filed for the subsidized employment program and approved on October 27, 2009.

The projected allocation for FY 2009-10 is \$1,058,058 and is fully funded by ARRA funding. There is no impact on net County cost. The total projected cost is included in the DPSS FY 2009-10 Adopted Budget. Funding for future fiscal years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will be executed after approval by the CEO and County Counsel. All of the standard County provisions will remain in effect through the expiration of the contracts.

County Counsel and the CEO have reviewed this Board letter and the contract has been approved as to form by the County Counsel.

The award of these contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

These contracts will include performance outcome measures that will measure the Contractor's performance. The Contractor will not be asked to perform services which will exceed the contracts' scope of work and/or term of the contract.

On September 22, 2009, DPSS received notification from the State Department of Community Services and Development indicating that since the agencies are DPSS' subcontractors and were selected through an open-competitive bidding process, DPSS could amend the contracts for ARRA funded services as long as the agencies provide services that are similar to those for which they currently contract. State approval to amend current CSBG-funded contracts is not required.

IMPACT ON CURRENT SERVICES

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these contracts will enable the Department to provide employment support services to GR youth in all Supervisorial Districts of Los Angeles County.

The cities of Los Angeles, Long Beach, Pasadena, Duarte, Monrovia, Sierra Madre, Arcadia, South Pasadena, and the unincorporated area of Altadena receive CSBG ARRA funds directly.

Residents in these areas will not be served under the County's CSBG ARRA Employment Support Services, but rather by their own Community Action Agencies.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,



Philip L. Browning
Director

Enclosure

PLB:cw

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Community Action Board

**AMENDMENT NUMBER XXX
TO THE COMMUNITY SERVICES BLOCK GRANT CONTRACT
BY AND BETWEEN COUNTY OF LOS ANGELES AND**

Reference is being made to the document entitled "Los Angeles COUNTY Community Services Block Grant (CSBG) Agreement By and between COUNTY of Los Angeles and _____," dated July 1, 2008, and further identified as COUNTY Contract # _____, hereinafter referred to as "Agreement." This Agreement is only applicable to the CSBG American Recovery and Reinvestment Act (ARRA) General Relief (GR) Youth Employment Support Services Program.

Effective upon signatures of both parties, the Agreement is amended as follows:

I. SECTION 2.0, DEFINITIONS, shall be amended to include:

2.38 CSBG ARRA Monthly Activity Report (MAR)

The report provided monthly to the CCA, as, outlined in Attachment A, Statement of Work and Technical Exhibits, Section 5.0, Specific Tasks, such as progress, program accomplishments and statistical data.

2.39 CSBG ARRA GR Youth Subsidized Employment

A federally funded program through the American Recovery and Reinvestment Act of 2009, for the purpose of providing employable GROW participants ages 18-24 years old in the County's GR Program with subsidized employment. The goal of this program is to assist GROW participants in transitioning from subsidized to unsubsidized employment.

2.40 CSBG ARRA GR Youth Support Services

Support services are offered to employable GR youth as an additional resource to assist in the participant's transition from subsidized to unsubsidized employment.

2.41 General Relief

General Relief (GR) is a Los Angeles County-funded program that provides financial assistance to indigent adults who are ineligible for federal or State programs.

2.42 GROW

Acronym for "General Relief Opportunities for Work," a Los Angeles County employment and training program to help employable General

Relief (GR) participants obtain jobs and achieve self-sufficiency. GROW participants are required to participate in GROW activities for 20 hours per week.

2.43 **GROW Participants**

General Relief recipients who are currently enrolled in the GROW program.

2.44 **GROW Case Manager**

A county staff person responsible for providing case management and referring individuals to appropriate GROW activities.

2.45 **Solicitation**

Shall mean the COUNTY'S process to obtain bids or proposals for goods and services.

II. SECTION 5.0, CONTRACTOR PAYMENT

Section 5.1, Basic Compensation, shall be amended to include:

- 5.1.1 The CONTRACTOR will be compensated at a firm-fixed rate of \$ 75 per participant, per workshop, in accordance with services provided as stated in the Statement of Work for CSBG ARRA GR Youth Employment Support Services. Payment to the CONTRACTOR will be made in arrears on a monthly basis. The CONTRACTOR's invoice amount may be assessed for deductions for unsatisfactory performance as specified hereunder.
- 5.1.2 CONTRACTOR will be compensated for workshops conducted after work hours and/or weekends at the base rate of \$75 per participant, per workshop, plus an additional \$25 per hour for security only if the workshops are conducted during after hours or weekend.
- 5.1.3 CONTRACTOR shall bill COUNTY for workshops actually conducted. There must be at least one participant present in order to conduct a workshop.
- 5.1.4 CONTRACTOR cannot use CSBG ARRA funds to support any labor, materials or personnel costs associated with actual construction projects, including but not limited to:
- Weatherization
 - Installation of water heaters
 - Green Plumbing

- Major or minor home retrofits
- Residential or commercial solar projects
- Wind power generation

Section 5.2, Maximum Contract Amount, shall be amended to include:

The total maximum amount for FY 2009-10 for this program is _____, which is broken down as follows:

- Regular CSBG is \$ _____
- CSBG ARRA GR Youth Support Services is \$ 48,000.

5.2.1 CONTRACTOR shall keep separate client files, claiming and accounting of all CSBG ARRA funds received and expended under this Agreement to ensure transparency and accountability. The CSBG ARRA funding expenditure shall be tracked and reported separately so that they are clearly distinguishable from non-ARRA funds. CONTRACTOR shall not commingle any CSBG ARRA funds with any other funding received for other programs.

5.2.2 COUNTY may amend the contract amount if the funding is altered or stopped. The COUNTY's obligation is dependent upon the initial and continuing receipt of CSBG ARRA Funding.

Section 5.6, Invoice and Payments, Subsection 5.6.1 shall be amended to include:

5.6.1.1 Payment shall be made monthly in arrears for services performed, provided that CONTRACTOR is not in default under any provision of this Agreement, and has submitted a complete and accurate invoice statement of payment due. Monthly CSBG ARRA GR Youth Employment Support Services invoices are due by the tenth (10th) of each month for the prior month in which services were provided, or payment may be delayed. CONTRACTOR shall invoice the agreed upon firm-fixed rate per participant, per workshop, each month for administrative costs and incentive payments associated with CSBG ARRA GR youth employment support services.

III. SECTION 8.0, TERMS AND CONDITIONS

Section 8.0, Terms and Conditions, Subsection 8.52, Subcontracting, shall be amended to include:

8.52.9 Risk Assessment

CONTRACTOR shall conduct a risk assessment of potential subcontractors to verify that subcontractor is aware of the CSBG ARRA requirements and has the internal controls and capacity to administer the program. The risk assessment shall include a review of the following

factors before awarding a contract to a subcontractor:

- Overall preparedness to track, monitor, and report on CSBG ARRA funds and to comply with ARRA provisions.
- Sufficient level of personnel to manage the CSBG ARRA programs.
- Staff is adequately trained to implement the CSBG ARRA provisions.
- Capability to clearly distinguish CSBG ARRA separately from non-ARRA funds/provisions.
- Financial and operational systems are configured to manage and control CSBG ARRA funds.
- CSBG ARRA funds are used for authorized purposes, and the potential for fraud waste, error, and abuse are minimized and mitigated.
- Reporting mechanisms are in place to report the required data timely and accurately.
- Subcontractor has been provided the new requirements, conditions, and guidance.

IV. Section 8.0, Terms and Conditions, Section 8.65, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall be amended to include:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206 (Attachment D.1).

V. Section 8.0, Terms and Conditions, Section 8.66, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, shall be amended to include:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph **8.66** "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206 (Attachment D.1).

- VI. **ATTACHMENT A.1**, Statement of Work and Technical Exhibits, CSBG ARRA GR Youth Employment Support Services is added and attached hereto.
- VII. **ATTACHMENT B.1**, CONTRACTOR'S Budget Projections and Budget Line Items, CSBG ARRA GR Youth Employment Support Services Projections, is added and attached hereto.
- VIII. **ATTACHMENT C.1**, CSBG ARRA NPI Program Reports, is added and attached hereto.
- IX. **ATTACHMENT D.1**, Defaulted Property Tax Reduction Program Ordinance 2.206

All remaining terms and conditions of the Agreement remain unchanged and enforced.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2009. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
Philip L. Browning, Director
Department of Public Social Services

Agency Name

Address

By: _____
Authorized Signature

Name:
Title:

APPROVED AS TO FORM:

Robert Kalunian
Acting COUNTY COUNSEL

By: Kathleen Bramwell
Principal Deputy COUNTY Counsel

STATEMENT OF WORK

CSBG ARRA GR Youth Employment Support Services

1.0 SCOPE OF WORK

CONTRACTOR shall provide employment support services under the CSBG ARRA GR Youth Employment Support Services for General Relief Opportunity to Work (GROW) Program participants, 18 to 24 years old, that meet the requirements referenced in Section 1.3 hereunder.

1.1 Overview

The CSBG Program is designed to provide a range of services to assist low-income people to attain the skills, knowledge and motivation necessary to achieve self-sufficiency. Also, the program provides low-income people with immediate life necessities such as food, shelter, and health care needs, etc.

The recent enactment of the ARRA of 2009 provides funds to CSBG Program to be utilized for the employable General Relief (GR) youth participants, between the ages of 18 and 24, enrolled in the GROW Program. Priority will be given to former foster care youth, then to other GROW youth participants.

This project will provide youth participants with subsidized jobs and valuable employment support services necessary to find and maintain employment. In addition, employment support services will be provided to the employed youth to strengthen their ability to succeed on the job and prepare them for transition into unsubsidized employment upon completion.

1.2 General Relief Opportunities for Work (GROW) Background

On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (ARRA) which establishes Community Service Block Grant funding for employment-related activities. As part of the American Recovery and Reinvestment Act of 2009, the COUNTY has received CSBG ARRA funds. DPSS will utilize the funds to provide subsidized employment and employment support services for employable youth, 18-24 years old, receiving GR, and enrolled in the General Relief Opportunities for Work (GROW) Program. This project aims to give first priority to those who are identified as former foster care youth, then to other GROW youth meeting the criteria below.

The cities of Los Angeles, Long Beach, Pasadena, Duarte, Monrovia, Sierra Madre, Arcadia, South Pasadena, and the unincorporated area of Altadena. receive CSBG ARRA funds directly; therefore, CONTRACTOR shall not serve residents of these cities under Los Angeles County's CSBG ARRA GR Youth Subsidized Employment program.

- 1.2.1 GROW provides employment and training services to help employable GR participants obtain jobs and achieve self-sufficiency. Participants are assigned to a GROW Case Manager (GCM) who works with them to help them achieve their employment goals.
- 1.2.2 Services provided by GROW include orientation and appraisal, job club services, job searching workshops, supervised job search, vocational/career assessment (optional), vocational training and education, and other job related activities.
- 1.2.3 The purpose of the CSBG ARRA GR Youth Employment Support Services project is to achieve the following two goals:
 - 1.2.3.1 GROW participants receive employment support services and achieve their potential by removing barriers to employment.
 - 1.2.3.2 GROW participants find employment and become self-sufficient.
- 1.3 In the event of conflict between Agreement Section 8.0, Terms and Conditions, and the CSBG ARRA requirements contained in the Statement of Work of this Amendment, the Statement of Work takes precedence. All other provisions of the original agreement are enforced in the absence of a conflict.

1.4 Eligibility Requirements

The target population of the CSBG ARRA GR Youth Employment Support Services Project must meet the following requirements:

- 1.4.1 Must be a GROW participant.
- 1.4.2 Must be 18 to 24 years of age.
- 1.4.3 Must be L.A. COUNTY Resident living in one of the Supervisorial Districts, excluding the cities of Los Angeles, Long Beach, Pasadena, Duarte, Monrovia, Sierra Madre, Arcadia, South Pasadena, and the unincorporated area of Altadena.
- 1.4.4 Must be a U.S. Citizen, or legal resident authorized to work in the U.S.
- 1.4.5 Must meet the CSBG ARRA Poverty Level Guidelines (refer to Attachment A, Technical Exhibits A.8.1).

2.0 FURNISHED ITEMS

CONTRACTOR

- 2.1 CONTRACTOR, to the greatest extent practicable, shall ensure all equipment and products purchased by CONTRACTOR with CSBG ARRA funds are

American-made.

- 2.2 CONTRACTOR shall obtain three competitive quotes for purchases over \$500.
- 2.3 CONTRACTOR shall obtain COUNTY approval for any purchase of equipment over \$500.
- 2.4 CONTRACTOR shall include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs the following phrase: " This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development.

COUNTY

- 2.4 COUNTY shall provide to CONTRACTOR the Schedule of Expenditures of Federal Awards (SEFA) form for CONTRACTOR/subcontractor to specifically identify expenses to be covered by CSBG ARRA funding. The SEFA information is needed by federal and State agencies to properly monitor expenditures of ARRA funds.
- 2.5 COUNTY shall provide CONTRACTOR with specific ARRA requirements as they are made available by the Federal and State Government, which requirements shall be binding on the CONTRACTOR.

3.0 SPECIFIC TASKS

- 3.1 CONTRACTOR shall provide employment support services to GROW youth participants, 18 to 24 years old, under the CSBG ARRA funding.
- 3.2 CONTRACTOR shall ensure that all GROW participants served meet the program requirements listed in Section 1.4 and CONTRACTOR shall maintain proof/supporting documents.
 - 3.2.1 Individuals participating in the CSBG ARRA GR Youth Subsidized Employment program will be referred for employment support services directly by the GCM.
 - 3.2.2 Participants who need employment support services will be referred at any time as need is identified, such as when participants have difficulty finding employment or those that are employed but have conflicts and issues that are affecting their performance in the workplace.
- 3.3 CONTRACTOR Requirements

CONTRACTOR shall provide the following services:

3.3.1 CONTRACTOR shall have a 24-Hour Support Services Hotline in operation seven days a week for participants and respond to calls within 48 hours from receipt.

3.3.2 CONTRACTOR shall maintain a call log with identifying caller information such as name, phone number, and the purpose of the call.

3.3.3 CONTRACTOR shall establish and maintain a sign-in/sign-out sheet for workshops attended by participants.

3.3.4 Case Management/Follow-Up

- CONTRACTOR shall conduct follow-up sessions as needed, and monitor the participant's progress. Follow up may be initiated via phone or face to face interviews and conducted once per month during the first three months and quarterly thereafter. The staff will make available to participants:
 - On-going career guidance.
 - Ancillary service referrals.
 - Participation in agency events.
 - Referrals to community resources, including recruitment/job fair events.
- CONTRACTOR shall maintain the participant's case file and all related documents shall be available for review for five (5) years after expiration of this Agreement.
- CONTRACTOR shall conduct participant surveys to determine participants' satisfaction with the services provided.

3.3.5 Training

CONTRACTOR shall contact the County Contract Administrator (CCA) when program and facilitator training for CONTRACTOR's staff is needed.

3.4 Staff Support

3.4.1 Employment Participant Incentive

- CONTRACTOR may offer returning participants an incentive of a restaurant/fast food gift card valued at no more than \$15.
- CONTRACTOR can offer returning participants a monthly bus pass/TAP card, if transportation is needed.
- CONTRACTOR and its subcontractors shall invoice for incentives only after incentives have been issued to returning participant.

- CONTRACTOR shall ensure the participant annotates and initials on Technical Exhibit A.7.1 as verification that incentive was received.

3.5 Operational Support

- 3.5.1 CONTRACTOR and its subcontractors shall register with the State's Central Contractor Registration (CCR) and obtain a Dun and Bradstreet Universal Numbering System (DUNS) number. CONTRACTOR and its subcontractors shall maintain an active and current registration for the duration of the contract term.

4.0 Employment Support Services

- 4.1 Participants will receive a certificate of completion for each workshop completed.
- 4.2 Participant's efforts toward self-sufficiency will be supported via Vocational and Life Skills workshops.
- 4.3 Employment support services shall include five workshops: two Vocational and three Life Skills. These workshops will offer training in various areas such as financial responsibility, anger management, customer service, career planning, etc., to assist participants in removing barriers to employment and prepare them to transition into unsubsidized employment upon completion of the subsidized employment program.
- 4.4 Life Skills and/or Vocational Workshops will be scheduled during regular working hours. After work hours or weekend workshops are optional to meet individual's specific needs.
- 4.5 CONTRACTOR shall offer each workshop weekly, with a different subject covered each day. CONTRACTOR may offer additional workshops after hours or weekends, as referenced in Section 5.0, Compensation, Subsection 5.1.2. Each workshop shall have no less than one participant and shall be no more than two hours long. The workshops will include, but may not be limited to the following topics:
- 4.5.1 Vocational Skills
- 4.5.1.1 **Workshop 1** – Understanding Work Culture, Customer Service, and Support Group.
- 4.5.1.2 **Workshop 2** – Career Planning, Educational Goals, Honesty on the Job, Preparing and Updating Resume, Job Seeking, Computer Literacy, Career Ladder, and Accessing Resources.
- 4.5.2 Life Skills
- 4.5.2.1 **Workshop 3** – Financial Responsibility: Budgeting, Credit,

Retirement, Banking, Goal Setting, Health and Nutrition, and Parenthood.

4.5.2.2 **Workshop 4** – Developing Good Work Ethic: Interpersonal Skills, Time Management, and Hygiene/Dress for Success.

4.5.2.3 **Workshop 5** – Anger Management and Positive Mental Attitude.

4.5.3 CONTRACTOR shall encourage participants, if appropriate, to return to their agency to receive follow-up employment support services.

4.5.4 The CONTRACTOR shall assess whether the participant would benefit from subsequent attendance to any of the workshops or individualized career counseling.

5.0 Reporting and Record Keeping

5.1 CONTRACTOR shall submit reports by the 10th of each month for the prior month's service as required by the COUNTY concerning its activities as they affect the contract duties and purpose contained herein. On a monthly basis, the CONTRACTOR shall complete:

- Technical Exhibit A.4.1 - Monthly CSBG ARRA Monthly Activity Report (MAR)
- Technical Exhibit A.7.1 - CSBG ARRA Workshop Attendance Sign-In/Sign-Out Sheet and Workshop Completion Report;
- Attachment C.1 - National Program Indicator (NPI) Reports which includes the NPI 1.2 A, F, and I-Employment Support.

All reports and invoices should be submitted to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746
Attention: Noelle Willis, CSBG ARRA County Contract Administrator

5.2 CONTRACTOR shall establish and maintain records of the number of participants referred for each workshop versus the number of participants who completed the workshop.

5.3 CONTRACTOR shall maintain a list of participants to include: date attended workshop, completion date, time attended, and incentive provided (if applicable).

6.0 Performance Measures

- 6.1 CONTRACTOR shall maintain 70% completion rate for all participants referred for employment support services.
- 6.2 CONTRACTOR shall provide a success story each month which will depict the achievement of at least one participant at the completion of one workshop series.

ATTACHMENT A.1, PERFORMANCE REQUIREMENTS SUMMARY

SECTION 1.2 Performance Summary Chart is revised to read as follows:

The Performance Requirements Summary Chart is attached as Technical Exhibit A.3.1 and listed:

- All contracts' requirements considered most critical to acceptable contract performance (Column 2 of chart).
- The Allowable Deviation from Acceptable Quality Level (AQL) (Column 4 of chart).

SECTION 1.4 Contract Discrepancy Report (CDR) is revised to read as follows:

Performance of a required service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by AQL. When the performance is unacceptable, the CCA will submit a CDR to Contractor who shall be required to respond within ten (10) business days. The Contractor is required to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR is attached as Technical Exhibit A.5.1.

Section 1.7 Unsatisfactory Performance Remedies is revised to read as follows:

When the Contractor's performance does not conform within the requirement of this Agreement, the County will have the option to apply the following nonperformance remedies:

- Require Contractor to implement a Corrective Action Plan (CAP), subject to County approval. Contractor must include in the CAP reasons for the unacceptable performance including not meeting performance measure specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Assess deductions in the amount of \$50 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 400 points semi-annually for all requirements. The total invoices for the month following the semi-annual shall be reduced by the deductions assessed.

PERFORMANCE REQUIREMENTS SUMMARY CHART FOR CSBG ARRA GR YOUTH SUPPORT SERVICES

SECTION	STANDARD	REVIEW	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL	DEDUCTIONS
Section 5.0 - Contractor Payment, Subsection 5.6 Invoices and Payments	Contractor submits invoices by the 10 th of each month for the prior month in which services were provided.	Observation; 100% Review of documents	0%	50 points per occurrence of late invoice.
Section 8.0 Terms and Conditions, Subsection 8.52 Risk Assessment	Contractor shall conduct a risk assessment of potential subcontractors to verify that subcontractor is aware of the CSBG ARRA requirements and has the internal controls and capacity to administer the program.	Observation; 100% Review of documents	0%	50 points per each insufficient provider.
Statement of Work Section 1.4 Eligibility Requirements	Contractor ensures that the client meets the program requirements as specified in Statement of Work, Section 1.4.	Inspection of files	0%	100 points per occurrence of client not meeting program requirement or no documentation of meeting program requirement.
Statement of Work Section 3.0 Specific Tasks, Subsection 3.3.1	Contractor shall have a 24-Hour Support Services Hotline in operation seven days a week for participants and respond to calls within 48 hours from receipt. Contractor shall maintain a call log and sign-in/sign-out log.	Observation; 100% Review of documents	0%	100 points per occurrence of logs not being maintained.
Statement of Work Section 5.0 Reporting and Record Keeping	Invoices, State Reports – 2009 CSBG ARRA and NPI 1.2 A, F, and I– Employment Supports, CSBG ARRA GR Youth Services – Workshop Completion Report are submitted by the 10 th of each month.	Observation; 100% Review of documents	0%	50 points per incidence of late MARs/Invoices, NPI reports, and Workshop Completion Report.
Statement of Work Section 6.0 Performance Measures	Contractor shall maintain 70% completion rate for all participants referred for employment support services. Contractor shall provide a success story each month which will depict the achievement of at least one participant at the completion of one workshop series.	Observation; 100% Review of documents	0%	100 points per occurrence.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CSBG ARRA GR YOUTH SUPPORT SERVICES
MONTHLY ACTIVITY REPORT**

Agency: _____ **Contract No:** _____

Invoice Period: _____

Performance Measure Goal

Describe Services Provided in Prior Month:

Determine the Agency's Performance (Provide Narrative/Documentation to Support Assessment of Agency's Performance):

Contractor Authorized Signature	Date
----------------------------------------	-------------

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CSBG ARRA GR YOUTH SUPPORT SERVICES
CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CSBG ARRA GR YOUTH SUPPORT SERVICES
MONTHLY INVOICE REPORT

PY 2009

Agency:					DPSS FISCAL USE ONLY			
Contract No.:					Approved By:			
Invoice Period:					Date:		% of Contract	
Service Provided:					Contract Amount			
Number Of Participant/Workshop:					Last Invoice Amount:			
Firm Fixed Rate:					Current Invoice Amount:			
CPM Review:					Date:			
INCENTIVES					# of Participants/Workshops			
Restaurant Gift Cards						Prior Month	Current Month	YTD
Bus Pass					Plan			0
Gas Card					Actual			0

DELEGATE AGENCY CERTIFICATION

We hereby certify that to the best of our knowledge and belief, this financial and programmatic report is true in respects and that all expenditures have been made solely for the purpose stated in the statement of work contained in contract entered into

Contractor Authorized Signature:	Date:
	Phone Contact #:
Prepared by:	Fax #:
County Contract Administrator:	Date:

PLEASE INCLUDE ALL BACK-UP DOCUMENTATION

[illegible]

CSBG ARRA Poverty Guidelines
Authorized for the term of July 1, 2009 through September 30, 2010

Size of Family Unit of Number in Household	Monthly Income	Annual Income
1	\$1,805.00	\$21,660
2	\$2,428.33	\$29,140
3	\$3,051.66	\$36,620
4	\$3,675.00	\$44,100
5	\$4,298.33	\$51,580
6	\$4,921.66	\$59,060
7	\$5,545.00	\$66,540
8	\$6,168.33	\$74,020
For Family units with more than 8 members, add \$7,480 to the Annual Income for each additional member.		

ATTACHMENT B-1
CSBG ARRA GR YOUTH SUPPORT SERVICES
CONTRACTOR'S BUDGET

**ATTACHMENT C-1
NATIONAL PERFORMANCE INDICATOR
REPORT**

**ATTACHMENT D-1
DEFAULTED PROPERTY TAX
REDUCTION PROGRAM**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/CONTRACTOR certifies that:

- ☐ It is familiar with the terms of the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles COUNTY Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/CONTRACTOR is not in default, as that term is defined in Los Angeles COUNTY Code Section 2.206.020.E, on any Los Angeles COUNTY property tax obligation; **AND**

The Proposer/Bidder/CONTRACTOR agrees to comply with the COUNTY'S Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles COUNTY Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.010 Findings and declarations.
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- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the COUNTY and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the COUNTY fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the COUNTY.
- B. "COUNTY" shall mean the COUNTY of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "COUNTY Property Taxes" shall mean any property tax obligation on the COUNTY'S secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a CONTRACTOR in a trust or fiduciary capacity or otherwise not beneficially owned by the CONTRACTOR.
- D. "Department" shall mean the COUNTY department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the COUNTY'S process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the COUNTY of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any CONTRACTOR to keep COUNTY Property Taxes out of Default status at all times

during the term of an awarded contract;

B. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may prevent the CONTRACTOR from being awarded a new contract; and

C. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the COUNTY by paying the outstanding COUNTY Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and COUNTY Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. CONTRACTOR shall be required to certify, at the time of submitting any bid or proposal to the COUNTY, or entering into any new contract, or renewal, extension or amendment of an existing contract with the COUNTY, that it is in compliance with this chapter is not in Default on any COUNTY Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the CONTRACTOR was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

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10. A revolving fund (petty cash) purchase pursuant to the Los Angeles COUNTY Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines

that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any CONTRACTOR in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each CONTRACTOR certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No CONTRACTOR shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a COUNTY contract.

C. For CONTRACTOR'S violation of any provision of this chapter, the COUNTY department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 §